

Union Pacific Corporation



Jack E. Jerrett
Senior Corporate Attorney

March 11, 1992

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

RECORDED 8769-F
MAR 12 1992 -8 10 AM
INTERSTATE COMMERCE COMMISSION

Re: Union Pacific Equipment Trust No. 3 of 1977

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of March 6, 1992, by Citibank, N.A., as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8769.

I have enclosed a fee of \$16. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures

cc: Robert E. Bartos

11th Street and Constitution
76 MAR 12 1992

Union Pacific Corporation

2-073A005



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Sincerely,

A handwritten signature in cursive script, appearing to read "Jack E. Jerrett".

JEJ:ccm
Enclosures

cc: Robert E. Bartos

26, 1992

Interstate Commerce Commission
Washington, D.C. 20423

3/16/92

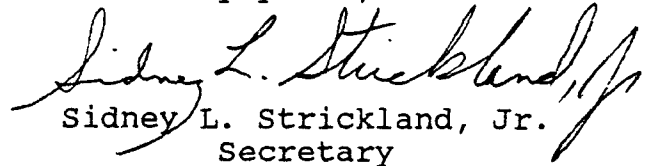
OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower Eighth & Eaton Ave.
Bethlehem, PA. 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/12/92 at 8:10am , and assigned recordation number(s). 8769-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

RECORDED 8769-L
MAR 12 1992 -8 42 AM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Union Pacific Railroad Company, a Utah corporation (the "Company"), and Citibank, N.A., a national banking association incorporated and existing under the laws of the United States of America, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of March 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on April 1, 1977 and assigned Recordation No. 8769; a First Supplemental Agreement, dated as of July 24, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on August 10, 1978 and assigned Recordation No. 8769-A; a Second Supplemental Agreement, dated as of January 1, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on February 8, 1980 and assigned Recordation No. 8769-B; a Third Supplemental Agreement, dated as of October 1, 1982, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on November 19, 1982 and assigned Recordation No. 8769-C; and a Fourth Supplemental Agreement, dated as of December 1, 1988, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on December 9, 1988 and assigned Recordation No. 8769-D (such Equipment Trust Agreement, as

amended, being hereinafter referred to as the "Agreement") covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$16,500,000 aggregate principal amount of Union Pacific Equipment Trust No. 3 of 1977 Equipment Trust Certificates; and

WHEREAS, on March 2, 1992, the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment,

that the Equipment has not been previously leased under the Agreement or that the Equipment has not suffered a Casualty Occurrence (as defined in the Agreement).

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 6th day of March, 1992.

CITIBANK, N.A.,
As Trustee

BY: 

P. DeFELICE
VICE PRESIDENT

Attest:


CAROL NG
Senior Trust Officer

STATE OF NEW YORK

)

) ss.:

COUNTY OF NEW YORK

)

On this 6th day of March, 1992, before me personally appeared P. DeFELICE, to me personally known, who being by me duly sworn, said that he is a VICE PRESIDENT of Citibank, N.A., the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.

Peter M. Pavlyshin
Notary Public

PETER M. PAVLYSHIN
Notary Public, State of New York
No. 41-4991297
Qualified in Queens County
Certificate Filed in New York County
Commission Expires January 27, 1994

ETBSCITI/JJD



Schedule A

UNION PACIFIC EQUIPMENT TRUST NO. 3 OF 1977
AGREEMENT DATED AS OF MARCH 1, 1977
DESCRIPTION OF EQUIPMENT AS OF JANUARY 31, 1992

5 3000 HP C30-7 DIESEL ELECTRIC ROAD FREIGHT LOCOMOTIVES

=====

UP2410--UP2414, INCLUSIVE

168 SOLID BOTTOM GONDOLA CARS

=====

UP35350--UP35351, INCLUSIVE
UP35353--UP35358, INCLUSIVE
UP35360--UP35362, INCLUSIVE
UP35364--UP35370, INCLUSIVE
UP35373--UP35377, INCLUSIVE
UP35379--UP35382, INCLUSIVE
UP35384

UP35386--UP35390, INCLUSIVE
UP35393--UP35394, INCLUSIVE
UP35396--UP35405, INCLUSIVE
UP35407--UP35419, INCLUSIVE
UP35421--UP35423, INCLUSIVE
UP35425--UP35430, INCLUSIVE
UP35432--UP35434, INCLUSIVE
UP35436--UP35453, INCLUSIVE
UP35455--UP35458, INCLUSIVE
UP35460--UP35463, INCLUSIVE
UP35467--UP35470, INCLUSIVE
UP35472--UP35475, INCLUSIVE
UP35479

UP35481--UP35488, INCLUSIVE
UP35490--UP35495, INCLUSIVE
UP35498--UP35503, INCLUSIVE
UP35505--UP35513, INCLUSIVE
UP35516--UP35535, INCLUSIVE
UP35537--UP35549, INCLUSIVE

94 68 FT. FLAT CARS

=====

UP52100--UP52101, INCLUSIVE
UP52103--UP52114, INCLUSIVE
UP52116--UP52117, INCLUSIVE
UP52119--UP52133, INCLUSIVE
UP52135--UP52155, INCLUSIVE
UP52157--UP52176, INCLUSIVE
UP52178--UP52199, INCLUSIVE

90 DOUBLE PLUG DOOR BOX CARS

=====

UP355200--UP355205, INCLUSIVE
UP355207--UP355211, INCLUSIVE
UP355213--UP355214, INCLUSIVE
UP355216--UP355259, INCLUSIVE
UP355262--UP355273, INCLUSIVE
UP355275--UP355281, INCLUSIVE
UP355283--UP355285, INCLUSIVE
UP355287
UP355289--UP355298, INCLUSIVE

2 DEPRESSED CENTER BED FLAT CARS

=====

UP50002--UP50003. INCLUSIVE

49 DOUBLE DOOR AUTO PARTS BOX CARS

=====

UP960900--UP960909, INCLUSIVE
UP960911--UP960914, INCLUSIVE
UP960916--UP960918, INCLUSIVE
UP960920--UP960921, INCLUSIVE
UP960923--UP960927, INCLUSIVE
UP960929--UP960942, INCLUSIVE
UP960944
UP960946--UP960955, INCLUSIVE

41 SINGLE DOOR AUTO PARTS BOX CARS

=====

UP960956--UP960962, INCLUSIVE
UP960964--UP960968, INCLUSIVE
UP960970--UP960977, INCLUSIVE
UP960979--UP960999, INCLUSIVE

25 OPEN TOP HOPPER CARS

=====

UP44845--UP44849, INCLUSIVE
UP44852
UP44854--UP44855, INCLUSIVE
UP44857--UP44859, INCLUSIVE
UP44861--UP44862, INCLUSIVE
UP44864--UP44866, INCLUSIVE
UP44868
UP44870--UP44877, INCLUSIVE

8 COVERED HOPPER CARS

=====

UP79139--UP79146, INCLUSIVE

12 BI LEVEL AUTO RACKS

=====

UP8086--UP8097, INCLUSIVE